BEFORE THE TENNESSEE REGULATORY AUTHORITY

Nashville, Tennessee

In Re:

Petition for Arbitration of an Interconnection Agreement Between BellSouth Telecommunications, Inc. and US LEC of Tennessee Inc. Pursuant to the Telecommunications Act of 1996

Docket No. 00-00053

MOTION TO EXCEED FORTY (40) DISCOVERY REQUESTS

Pursuant to TRA Rule 1220-1-2-.11(5), US LEC of Tennessee Inc. moves to file the attached discovery requests.

This is an arbitration proceeding conducted pursuant to 42 U.S.C. § 252. As the Authority is aware, such proceedings are usually more complex and time consuming than other kinds of contested case proceedings. In this case, for example, there are nine substantive issues. US LEC has propounded 102 discovery questions, or approximately eleven questions per issue. Given the complexity of this proceeding and the fact that BellSouth is in possession of much of the information US LEC needs to present its case, US LEC's request is not excessive per se¹.

US LEC therefore asks that it be allowed to submit all of the attached discovery questions.

Respectfully submitted,

Any party, of course, may still object to particular discovery requests on the grounds that a request is overly burdensome of irrelevant.

CERTIFICATE OF SERVICE

I, Henry Walker, hereby certify that I have served a copy of the foregoing brief on counsel of record, as follows, be depositing a copy of the same in the United States Mail, postage prepaid, this the 5th day of December, 2000.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

Henry Walker

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BEFORE THE TENNESSEE REGULATORY AUTHORITY Nashville, Tennessee

In Re:

Petition for Arbitration of an Interconnection Agreement Between BellSouth Telecommunications, Inc. and US LEC of Tennessee Inc. Pursuant to the Telecommunications Act of 1996

Docket No. 00-00053

US LEC OF TENNESSEE INC.'S FIRST SET OF DATA REQUESTS TO BELLSOUTH TELECOMMUNICATIONS, INC.

Respondent US LEC of Tennessee Inc. ("US LEC") hereby requests that BellSouth Telecommunications, Inc. ("BellSouth") provide the data, information and documents described below. Please provide your responses to Henry Walker, Esq., Boult Cummings Conners & Berry, PLC, 414 Union Street, Suite 1600, Nashville, TN, 37219, hwalker@bccb.com and Michael L. Shor, Esq., Swidler Berlin Shereff Friedman, LLP, 3000 K Street, NW, Suite 300, Washington, DC 20007, mlsher@swidlaw.com, within fifteen (15) days or such other time as may be required in this matter.

DEFINITIONS

- 1. "BellSouth" refers to BellSouth Telecommunications, Inc., its subsidiaries, operating companies, affiliates, directors, officers, employees and agents.
- 2. "CLEC" refers to any competitive local exchange carrier and includes, but is not limited to, US LEC.
- 3. "Act" means the federal Communications Act of 1934, as amended by the Telecommunications Act of 1996.
 - 4. The word "similar" is intended to be as comprehensive as possible.
- 5. "Document" means any written, printed, typed or visually reproduced material of any kind, whether or not privileged, and includes but is not limited to the original and all copies of any and all letters, reports, memoranda, files, communications, correspondence, agreements, bills, receipts, studies, analyses, telegrams, telexes, emails, minutes, bulletins, instructions,

literature, memoranda of conversations, notes, notebooks, diaries, data sheets, financial statements, work sheets, recordings, tapes, drawings, graphs, indexes, charts, telephone records, photographs, phonographic records, computer files, other data compilation, or any other written, recorded, transcribed, punched, taped, filed or other graphic matter including any draft of the foregoing items and any copy or reproduction of any of the foregoing items upon which any notation, work, figure, or form is recorded or has been made which does not appear on the original or as to whose existence, either past or present, the responding party has any knowledge or information.

- 6. "FX" means Foreign Exchange Service as defined in your General Subscriber Service Tariffs.
- 7. "FX-Like Service" means any product or service under which a customer is assigned a telephone number with an "NXX" that is not associated with the rate center where the customer is physically located.
- 8. "US LEC" means US LEC of Tennessee Inc. and its subsidiaries and affiliates, their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of US LEC.
- 9. "LEC" means a local exchange carrier, including but not limited to CLECs and ILECs.
 - 10. "IXC" means interexchange carrier.
 - 11. "You" and "your" refer to BellSouth.
 - 12. "TRA" means the Tennessee Regulatory Authority.
- 13. "Identification" or "identify" when used in reference to: (i) a natural individual, requires you to state his or her full name and residential and business address; (ii) a corporation, requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its principal place of business; (iii) a document, requires you to state the number of pages and the nature of the document (e.g., a letter or memorandum), its title, its date, the name or names of its authors and recipients, and its present

location or custodian; (iv) a communication, requires you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communications, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

- 14. "Cost study" or "cost studies" means the detailed development of a rate element or rate elements through a methodology based upon engineering, operational, economic, accounting, or financial inputs, plus support for the sources of the inputs or support for the derivations of the inputs, that enables a person using the study or studies to start with the support for each input and to then trace the support to the input, and then to be able to trace the input through the methodology to the resulting cost and then to the resulting rate element. "Cost study" and "cost studies" does not refer to an embedded cost study.
- 15. "Persons" mean the plural as well as the singular and includes any natural person, any firm, corporation, association, partnership, or other organization or form of legal entity.

INSTRUCTIONS

- A. These Discovery Requests ("DRs") should be construed broadly to the full extent of their meaning in a good faith effort to comply with applicable law.
- B. As used in these requests, the singular shall also be treated as plural and viceversa.
- C. The responses should include the name of the person(s) providing the responses and the witness(es) who will be testifying on behalf of BellSouth who will be prepared to answer questions relating to such responses. If, at the time that responses to these requests are due, it has not been determined whether a witness will be testifying on behalf of BellSouth who can answer questions relating to a particular response, then for each response provide the name of the BellSouth representative most knowledgeable regarding the subject area of and information in the response. If, prior to the evidentiary hearing in this matter, you identify the witness(es) who

will testify on your behalf on a particular response to a question set forth herein, please supplement your response to identify the appropriate witness(es).

- D. Unless otherwise expressly stated, these DRs are directed to BellSouth's operations in Tennessee.
- E. If any part of a document responds to a request, the whole document is to be produced.
- F. Any alteration of a responsive document, including any notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, modifications and other versions of a final document is a separate and distinct document and must be produced.
- G. If you are unable to produce a document in response to any request, so state, and indicate whether the document ever existed, or whether the document once existed but cannot be located. If any document once was, but is no longer in your possession, custody or control, state the whereabouts of any such document when last in your possession, custody or control, state the date and manner of its disposition and identify its last known custodian. To the extent any documents are lost or destroyed, produce any documents which support your assertion that the document was lost or destroyed, and provide the date thereof.
- H. To the extent you claim any document described herein is privileged, or to the extent that you object to the production of any of the documents, please identify each and every document to which any claim of privilege or objection to production is asserted by stating in writing a general description of the document, its title, number of pages, date of preparation, person(s) who prepared the document, any person(s) who received or reviewed the document in original or other form, and the current custodian(s) of each such document, and state in writing the nature and basis for each claim of privilege or objection for each such document.

- I. If you file a timely objection to any portion of a request, definition, or an instruction, provide a response to the remaining portion.
- J. These DRs are continuing in nature and, thus, BellSouth is under a continuing duty to supplement, to correct or to revise promptly any response provided when the passage of time or change of circumstances would require a response to be supplemented, corrected or revised. If you are unwilling to supplement your responses, please so state.
- K. If any document responsive to these DRs is considered to contain confidential or protected information, please furnish this information subject to an appropriate protective agreement.
- L. These requests are to be answered with reference to all information in your possession, custody or control or reasonably available to you.
- M. If any request cannot be responded to in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of a DR, answer all parts of the DR to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.
- N. Responses to these DRs should cover the period beginning January 1, 1997 to the present, unless otherwise noted.
- O. When cost studies are provided, please include: (a) both the monthly recurring and the non-recurring cost to provide the service or element in question; (b) all work papers used in the determination of the cost and any other "back-up" documentation that reflects how the costs were determined; (c) copies of all models used to develop the cost studies; in this regard, please provide a complete copy of each of the models in its entirety on DOS or Windows based 3 ½ inch disks or CD ROM in an executable format. Please indicate the hardware and software

required to run the models. Please also include all user and training manuals and guides, descriptions of the models, and documentation algorithms, assumptions, etc.

DISCOVERY REQUESTS

General

- 1. Identify each person BellSouth may designate to testify in this proceeding, and each person who may support such witness in preparing testimony and, separately for each such person, state generally the facts about which that person has knowledge.
- 2. Identify each person whom you expect to call as an expert witness in this proceeding, state the subject matter on which each expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, a summary of the grounds for each opinion and identify all documents which the expert has reviewed or relied upon for the facts and opinions to which he will testify.
- 3. Please provide true, correct and complete copies of any and all reports authored by any expert listed in your response to DR # 2, including any drafts, notes, work papers, summaries or compilations thereof.

Issue One

- 4. Please identify "BAPCO" and describe the products and services that BAPCO provides. Please provide documents sufficient to support the factual basis for your response.
- 5. Please describe the corporate affiliation, if any, between BellSouth and BAPCO. Please provide documents sufficient to support the factual basis for your response.
- 6. Do you contend that BAPCO is subject to the regulatory authority of the TRA. Please explain the factual and legal basis for your contention and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for

this position and, (b) any documents upon which you rely to support the factual basis for your position.

- 7. Do you currently list US LEC customers in BellSouth's exclusively branded White Page and Yellow Page directories?
- 8. If the answer to the preceding DR is affirmative, do you identify those customers as being served by US LEC?
- 9. Do you contend that Section 251(b)(3)'s requirement that all local exchange carriers ("LECs") provide "nondiscriminatory access to . . . directory listing" permits you to list . US LEC customers in BellSouth's exclusively branded White Page and Yellow Page directories without identifying such customers as being US LEC customers?
- 10. Do you contend that Section 251(b)(3)'s requirement that all local exchange carriers ("LECs") provide "nondiscriminatory access to . . . directory listing" permits you to list US LEC customers in BellSouth's exclusively branded White Page and Yellow Page directories without including US LEC's logo on the cover of such directories?
- 11. If your answer to the previous DR is in the affirmative, please explain the factual and legal basis for your contention and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.
- 12. Do you contend that listing US LEC customers in BellSouth's exclusively branded directories, without in any way identifying those customers as US LEC customers and without including US LEC's logo on the covers, does not discriminate against US LEC by fostering consumer misperception that you are the exclusive provider of local exchange services for all customers listed in BellSouth's exclusively branded publications?

- 13. If your answer to the previous DR is that there is no discrimination, please explain the factual and legal basis for your contention and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.
- 14. Do you contend that the TRA does not have the authority to require BellSouth to include US LEC's logo on the cover of BellSouth's White Page and Yellow Page directories even if the TRA determines that BellSouth's refusal to do so discriminates against US LEC or otherwise is inconsistent with the requirements of Section 251(b)(3)?
- 15. If your answer to the previous DR is that the TRA has no such authority, please explain the factual and legal basis for your contention and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.

Issue Two

- 16. Do you sell or have you ever sold US LEC subscriber listing information ("SLI") to third-parties? If the answer is yes, for the last two years, please disclose: the number of such transactions; the identity of third parties with whom such transactions have occurred; the rates and terms of sale that govern or governed such transactions; and the total gross and net revenues generated by such transactions. Please provide sufficient documentation to establish the facts provided in response to this DR.
- 17. Do you currently compensate any carriers for the sale of their SLI to third-parties? If the answer is yes, for the last two years for each such carrier, please disclose: their identity;

the rates and terms for such compensation; and the total amount of compensation paid. Please provide documentation sufficient to establish the facts provided in response to this DR.

- 18. Do you currently require US LEC or other CLECs to reimburse you for costs you incur for providing SLI to third-parties? Please explain how such costs are determined and provide documentation sufficient to establish the facts underlying your response.
- 19. Do you contend that the TRA does not have the authority to require BellSouth to compensate US LEC for the sale of US LEC's SLI to third-party publishers even if the TRA determines that BellSouth's refusal to make such compensation discriminates against US LEC or otherwise is inconsistent with Sections 251(b)(3) or 222(e)?
- 20. If your answer to the previous DR is that the TRA has no such authority, please explain the factual and legal basis for your contention and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.

Issues Three and Five

- 21. Do you charge, or have you charged, any CLEC for facilities and/or for interconnection trunks between the CLEC's switch and the Point of Interface (as you have proposed to define this term) where (a) you provide the facility between the CLEC's switch and the Point of Interface or (b) the CLEC provides the facility between the CLEC's switch and the Point of Interface.
- 22. Do you charge, or have you charged, any CLEC for facilities and/or for interconnection trunks between the Point of Interface (as you have proposed to define this term) and

any other point on BellSouth's network if (a) you provide said facility or (b) the CLEC provides said facility.

- 23. If the answer to either of the preceding DRs is yes: (a) please list the CLECs charged and identify the type and amount of each charge imposed; and (b) please identify the points between which each charge for the interconnection trunks applied (e.g., between the Point of Interface and a BellSouth Access Tandem, between the Point of Interface and a BellSouth Local Tandem, between the Point of Interface and a BellSouth End Office).
- 24. Please state whether the charges identified in the preceding DR appear in any BellSouth tariff and, if so, state the name and number of each tariff, the tariff section and page number in which the charges appear, and identify the basis for the charges.
- 25. Do you contend that the charges identified in response to DR No. 20 comply with a Total Element Long Run Incremental Cost methodology adopted by the Federal Communications Commission and/or the TRA. If the answer is yes, please provide a detailed explanation of your reasoning.
- 26. Do you contend that the charges identified in response to DR No. 20 comply with the pricing standards of section 252(d) of the Act. If the answer is yes, please provide a detailed explanation of your reasoning.
- 27. Do you pay, or have you ever paid, any CLEC for facilities or trunks established between the Point of Interface (as you have proposed to define this term) and any point on a CLEC's network. If the answer is yes, please list the name of the CLEC and the amount you pay or paid and identify the specific facility that you pay or paid for.

- 28. Please identify all factors you analyze and consider when determining how, where, and when to establish a Point of Interface (as you have proposed to define this term) with a CLEC as those terms are defined in BellSouth's interconnection agreements.
- 29. Have you ever designated one of your tandems (access or local) as a Point of Interface (as you have proposed to define this term) for delivery of BellSouth originated traffic to a CLEC. If so, please state how many times (separating access and local tandems) and with how many CLECs you have made such a designation.
- 30. Have you ever designated one of your end offices as a Point of Interface (as you have proposed to define this term) for delivery of BellSouth originated traffic to a CLEC. If so, please state how many times and with how many CLECs you have made such a designation.
- 31. Have you ever designated a CLEC's collocation arrangement at a BellSouth premise as a Point of Interface (as you have proposed to define this term) for delivery of BellSouth originated traffic to a CLEC. If so, please state how many times and with how many CLECs you have made such a designation.
- 32. Have you ever designated a CLEC's switch as a Point of Interface (as you have proposed to define this term) for delivery of BellSouth originated traffic to a CLEC. If so, please state how many times and with how many CLECs you have made such a designation.
- 33. Please state whether there are any interconnection agreements between BellSouth and any CLECs in which you have expressly agreed to establish the Point of Interface (as you have proposed to define this term) for BellSouth-originated traffic at a CLEC switch or a CLEC's collocation space in a BellSouth premise. If the answer is yes, please identify and provide copies of the relevant sections of these agreements.
 - 34. Have you ever agreed with any CLEC that each party would be responsible for

establishing and maintaining facilities at its own expense on its side of a Point of Interface (as you have proposed to define this term). If the answer is yes, please identify and provide copies of the relevant sections of these agreements.

- 35. Please list all BellSouth tandems that serve Tennessee by name and Common Language Location Identifier code and provide the following information for each tandem: (a) access or local tandem classification; (b) number of end offices that subtend the tandem; (c) number of BellSouth customers served by the tandem; and (d) number of access lines served by the tandem.
- 36. Do you contend that the parties should compensate each other in a symmetrical manner for facilities used to interconnect the parties' networks.
- 37. Do you contend that you have multiple "local networks" in each LATA? Please explain the factual and legal basis for your contention and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for BellSouth's position.
- 38. With respect to the previous DR, how do you define "local network"? Please explain the factual and legal basis for this definition. Please also provide: (a) citations to any authority or copies of any unreported decisions upon which you rely and, (b) any documents that support the factual basis upon which you rely.
- 39. Please identify all "local networks", as you define that term, that you contend exist in Tennessee. For each local network listed, identify each and every tandem through which traffic originating and terminating within that local network may be switched.

- 40. Do you contend that there is a difference between a "local network", as you define that term, and a "local calling area"? If you contend there is a difference, state the difference and explain the factual and legal basis for the distinction.
- 41. Please state whether BellSouth traffic that originates and terminates within the same BellSouth local calling area is ever routed through a switch (tandem[s] or end office[s]) located outside of that local calling area as part of the routing and transport process? If yes, please describe every circumstance under which this occurs or may occur.
- 42. Please provide a list each of the BellSouth local calling areas in Tennessee. For each local calling area listed, identify each and every tandem through which traffic originating and terminating within that local calling area may be switched.

Issue Four

- 43. Do you contend that, for leased facility interconnection, US LEC is not entitled to charge BellSouth a Dedicated Interoffice Transport facility rate out of US LEC's tariff?
- 44. If the answer to the preceding DR is in the affirmative, please explain the factual and legal basis for your contention and please provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.
- 45. Do you contend that, for leased facility interconnection, US LEC must charge BellSouth rates out of the parties' proposed interconnection agreement?
- 46. If the answer to the preceding DR is in the affirmative, please explain the factual and legal basis for your contention and please provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.

- 47. Do you contend that the Act, FCC or TRA rules impose on US LEC the obligation to charge symmetrical rates to BellSouth for leased facility interconnection?
- 48. If the answer to the preceding DR is in the affirmative, please explain the factual and legal basis for your contention and please provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.
- 49. Please provide examples that illustrate the symmetry of BellSouth's proposed compensation mechanism for leased facility interconnection under Section 1.8 of Attachment 3.

 Include diagrams and explanations and list all applicable rate elements from Exhibit A to Attachment 3.
- 50. Given that US LEC's network architecture relies on a single switch per LATA, please illustrate when, under BellSouth's proposal, US LEC will be entitled to charge BellSouth a Dedicated Interoffice Transport facility rate. Include diagrams, explanations and applicable rate elements from Exhibit A to Attachment 3.
- 51. Please illustrate when, under your proposal, US LEC will be entitled to charge BellSouth a Local Channel facility rate. Include diagrams and explanations and applicable rate elements from Exhibit A to Attachment 3.
- 52. Please illustrate when, under your proposal, BellSouth will be entitled to charge US LEC a Dedicated Interoffice Transport facility rate. Include diagrams and explanations and applicable rate elements from Exhibit A to Attachment 3.
- 53. Please illustrate when, under your proposal, BellSouth will be entitled to charge US LEC a Local Channel facility rate. Include diagrams and explanations and applicable rate elements from Exhibit A to Attachment 3.

- 54. Please provide a map of Tennessee that indicates the boundary of each LATA, the location of each BellSouth "Wire Center" and tandem switch within each LATA, and the geographic area covered by each.
- 55. Please describe each and every function performed by BellSouth at the Serving Wire Center in providing the connection between the Dedicated Interoffice Channel Transport facility and the Local Channel facility.
- 56. Does any function described in the response to the previous DR constitute switching?

Issue Six

- 57. Please state whether you charge, or have charged, any CLEC elemental rates for reciprocal compensation.
- 58. If the answer to the previous DR is yes, please identify the interconnection agreements under which you charge or have charged elemental rates for reciprocal compensation.
- 59. Please describe what you would consider to be all the fundamental, functional differences between the operation of your Tandem (Class 4) and End Office (Class 5) switches. Please describe the underlying rationale for BellSouth's use of this type of switching hierarchy.
- 60. If a CLEC switch transported and terminated calls to its customers within a geographic area that was comparable to the geographical area served by a BellSouth tandem switch, do you believe that a CLEC would be entitled to charge the same rate charged by BellSouth for the transport and termination of calls within that same geographic area? Please explain the factual and legal basis for your position and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this

position and, (b) any documents upon which you rely to support the factual basis for this position.

- 61. If you contend that a CLEC's switch must provide functionality similar to one of your tandem switches in order for the CLEC to be compensated at a tandem rate, please identify the specific functions that you contend must be provided. Please explain the factual and legal basis for your position and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.
- 62. Do you contend that the costs you incur for transporting and terminating calls to a geographic area are greater or lesser than those incurred by a CLEC in transporting and terminating calls to the same geographic area? If you contend that your costs are greater or lesser than those incurred by a CLEC, please provide all documents which support your contention.
- 63. Do you contend that the costs you incur in transporting and terminating local traffic are equal to the reciprocal compensation rate that you have proposed? If you contend that your costs are not equal to the reciprocal compensation rate that you have proposed, please provide all documents which support your contention.
- 64. Are the costs you incur for transporting and terminating a call greater or lesser than the proposed rate in the Agreement?
- 65. If your costs are greater than the rate proposed in the Agreement, explain why you have proposed a rate that will not cover your costs.
- 66. If your costs are less than the rate proposed in the Agreement, explain why you have proposed a rate that exceeds your costs.

67. To the extent that you have proposed a reciprocal compensation rate that is less than the rate adopted by the TRA, explain whether your costs are equal to the rate you propose or to the rate adopted by the TRA.

Issues Seven and Nine

- 68. Do you provide local exchange service to any customers in Tennessee who are either Internet service providers or Enhanced service providers (collectively "ISPs")?
- 69. Do you count revenues and expenses associated with your services to ISP customers (or any subset of such customers) as intrastate or interstate revenues and expenses for separations and ARMIS reporting purposes? If you have changed your policy or practice in this regard in the past four years, please state when it was changed and describe in detail the manner in which it was changed and the reasons for the change.
 - 70. Please provide all relevant ARMIS reports for the most recent period submitted.
- 71. Do you meter or otherwise segregate traffic bound for ISPs (or any subset of such traffic) that are your own customers from other traffic bound for your non-ISP customers? If you have changed your policy or practice in this regard within the past four years, please state when it was changed and describe in detail and provide documentary evidence demonstrating the manner in which it was changed and the reasons for the change.
- 72. Do you meter or otherwise segregate traffic bound for ISPs (or any subset of such traffic) that are served by other carriers from any other traffic bound for those carriers? If you have changed your policy or practice in this regard within the past four years, please state when it was changed and describe in detail and provide documentary evidence demonstrating the manner in which it was changed and the reasons for the change.

- 73. If you have a mechanism to identify, meter or otherwise segregate ISP-bound from other local traffic, when did you develop this mechanism and for how long have you employed the use of this mechanism? What tests, if any, have you conducted to determine the accuracy of this mechanism? Please produce said test results, if any, and all documents relating to the development, implementation and results of the tests. Please identify any person or persons responsible for developing or testing this mechanism.
- 74. When a BellSouth telephone exchange customer calls a BellSouth-served ISP within that caller's local calling area, do you treat the call as a local call pursuant to your intrastate tariffs or as a long distance call pursuant to interstate tariffs? If you have changed your policy in this regard in the past four years, please state when it was changed and describe in detail and provide documentary evidence demonstrating the manner in which it was changed and the reasons for the change.
- 75. Describe in detail the rate you charge to CLECs for terminating calls to BellSouth-served ISPs. Is this rate different than the rate you charge CLECs for terminating calls to BellSouth customers who are not ISPs?
- 76. State whether you are aware of any cost studies that have been prepared which demonstrate a cost difference between transporting and terminating ISP-bound traffic versus other types of local traffic. If such cost studies have been prepared, provide them and all documents that pertain to them.
- 77. Do you contend that ISP-bound traffic is not eligible for reciprocal compensation? Please state the factual and legal basis for your opinion. Please provide all documents, including, but not limited to, all internal memoranda and E-mails generated by you, that support and/or contradict your contention. If you have changed your policy in this regard in the past four years,

please state when it was changed and describe in detail and provide documentary evidence demonstrating the manner in which it was changed and the reasons for the change.

Issue Eight

- 78. Please provide any and all product descriptions and marketing materials associated with your FX service.
- 79. Please provide the current effective and canceled tariff pages for your FX service for the time period covered by these Discovery Requests.
- 80. Please provide a technical description of how your FX service is provided to customers, including diagrams and descriptions of any ancillary features (e.g., collocation of customer equipment).
- 81. Please explain how you rate, bill and account for traffic originated or terminated to your FX customers, and provide all documentation supporting your answer.
- 82. Please identify the number of customers in Tennessee who subscribe to or purchase your FX service.
- 83. Have you ever billed or received reciprocal compensation for calls received from CLECs for termination to your FX customers?
- 84. Without regard to your FX service, please state whether you offer any FX-Like Service; *i.e.*, do you currently offer any other services or products to your customers under which a customer can obtain a telephone number with an "NXX" associated with a local calling area that is different from the local calling area in which the customer has a physical presence.
- 85. If the answer to the preceding DR is yes, please state the name of each such FX-Like Service, identify the tariff where the product is described, and provide copies of all product descriptions and marketing materials associated with each service offering.

- 86. Please provide the current effective and canceled tariff pages for the FX-Like Services identified in your response to DR No. 85 for the time period covered by these Discovery Requests.
- 87. With respect to each of the FX-Like Services identified in response to DR No. 85, please explain how you rate, bill and account for traffic originated or terminated to customers, and provide all documentation supporting your answer.
- 88. Please provide a technical description of how the FX-Like Services identified in response to DR No. 85 are provided to customers, including diagrams and descriptions of any ancillary features (e.g., collocation of customer equipment).
- 89. Please identify all rates that are or could be charged to customers purchasing the FX-Like Services identified in your response to DR No. 85.
- 90. Please identify the number of customers in Tennessee who subscribe to or purchase the FX-Like Services identified in response to DR. No. 85.
- 91. Have you ever billed or received reciprocal compensation for calls received from CLECs for termination to your customers who have purchased or subscribed to FX-Like Services?
- 92. If the response to the preceding DR is in the affirmative, please describe each occurrence, including: (a) the name of the carrier billed or paying the reciprocal compensation; (b) the amount of reciprocal compensation billed and/or paid; and (c) identify and include a copy of the interconnection agreement and/or arrangement under which such reciprocal compensation was billed and/or paid.

- 93. Do you contend that you incur higher costs in delivering traffic when CLECs assign NXX codes to end users located in a different physical location from the rate center associated with such NXX code?
- 94. If the answer to the preceding DR is in the affirmative, please produce any documents, including but not limited to cost studies, which support your contention.
- 95. Without regard to the number of interconnection points per LATA, please state whether your costs of originating locally-dialed calls from your customers to US LEC customers vary based upon the location of US LEC's customers. If the response is yes, please: (i) identify with specificity the costs that vary and the extent to which they vary; (ii) identify with specificity the costs incurred when US LEC's customer is physically located inside the local calling area of the calling party; (iii) identify with specificity the costs incurred when US LEC's customer is physically located outside the local calling area of the calling party; and (iv) provide all documentation, including any cost studies, supporting the specific contention that the costs in originating locally-dialed calls vary depending upon where US LEC's customer is located.
- 96. Assuming one interconnection point per LATA, please state whether you contend that your costs to originate a locally-dialed call from your customer to an US LEC customer physically located outside of the local calling area of the originating party exceed your costs to originate locally-dialed calls from your customer to an US LEC customer physically located inside the local calling area of the originating party. If the response is yes, please (i) identify with specificity the additional costs incurred; and (ii) provide all documentation, including any cost studies, supporting the contention that you incur additional costs in originating locally-dialed calls depending on where US LEC's customer is located.

- 97. Do you contend that CLECs may not assign NXX prefixes to customers physically located outside of the rate center which corresponds to such prefix?
- 98. If the answer to the preceding DR is in the affirmative, please explain the factual and legal basis for your contention and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.
- 99. Do you contend that CLECs must reproduce the architecture of BellSouth's network in designing their own networks?
- 100. If the answer to the preceding DR is in the affirmative, please explain the factual and legal basis for your contention and provide: (a) citations to any authority or copies of any unreported decisions upon which you rely to support the legal basis for this position and, (b) any documents upon which you rely to support the factual basis for this position.
- 101. Do you contend that when a CLEC assigns NXX codes to customers physically located outside of the rate center associated with such NXX it differs from your own FX or FX-Like service? If yes, please explain the factual and legal basis for your contention.
- 102. Do you contend that you must deliver a call placed by your end user to a CLEC customer physically located outside the rate center associated with its assigned NXX to a different location than if that same CLEC customer were physically located within the corresponding rate center? If your answer is yes, please explain the factual and legal basis for your contention.

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